

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

<b>IN RE:</b>	§	
	§	
<b>CHRIS PETTIT &amp; ASSOCIATES, P.C.</b>	§	<b>CASE NO. 22-50591-CAG</b>
<b>AND CHRISTOPHER JOHN PETTIT,</b>	§	<b>(JOINTLY ADMINISTERED)</b>
	§	
<b>DEBTORS</b>	§	<b>CHAPTER 11</b>
	§	

**CREDITORS' MOTION TO COMPEL DEBTOR TO  
COMPLY WITH DUTIES IMPOSED BY 11 U.S.C. §521  
(To Disclose Debts and Concealed Assets)**

**TO THE HONORABLE CRAIG A. GARGOTTA, U.S. BANKRUPTCY JUDGE:**

James V. Nolte, Adilmira Nolte, individually and as Trustees of the Nolte Living Trust, creditors and parties at interest herein, respectfully represent:

***Background***

1. The Movants, James V. Nolte, Adilmira Nolte individually and as Trustees of the Nolte Living Trust, are senior citizens residing in Yoakum, Texas, who hired Mr. Pettit to create the Nolte Living Trust and to manage their investments, file their personal tax returns, pay their personal and ad valorem taxes and invest the proceeds of their monthly oil and gas revenues in securities.

2. Mr. Pettit, upon information and belief, administered over \$800,000.00 of the Movants' funds. Their substantial monthly oil run proceeds were deposited by Conoco directly into Mr. Pettit's Frost Bank trust account for years. Their monthly checks from other oil companies were hand-delivered to Mr. Pettit for investment including in publicly traded securities on a monthly basis since 2014. He failed to

prepare their personal income tax returns or pay their estimated federal income tax or their ad valorem taxes for several years resulting in interest and penalties. He claimed to have invested their money, but on information and belief, he embezzled their money which they entrusted to him and failed and refused to account for the same or to return their files. While acting in such capacity, he was also licensed as an investment advisor and provided investment advisory services as a member of and agent of a third party investment advisory company.

3. The debtor, Christopher Pettit, is an estate planning, financial counselor and personal injury attorney who filed for relief under Chapter 11 of the Bankruptcy Code on June 1, 2022. He did so after many clients sued him for misappropriation of trust funds. Various judgments were rendered against him prior to his bankruptcy filing for millions of dollars. Some of the judgments awarded punitive damages and directed the establishment of constructive trusts on property obtained by him from the monies which he had embezzled from clients.

4. He has surrendered his law license and was ordered by the Texas Supreme Court to notify his clients of the same and to return their files and money. This he has not done. His law firm and business is now closed. His employees have quit. There is no longer a business enterprise to operate or to reorganize.

5. The debtor operated a Maddoff-like Ponzi scheme for years. He embezzled client funds and transferred millions of dollars to corporations and trusts owned and/or controlled by him. Upon information and belief, he used the proceeds

of his ill-gotten gains to purchase real estate, vehicles, stock and other investments both individually, through his corporation and his son's trust. He concealed this pattern and practice from his clients and from this Court. For example, in 2018, he purchased a property located at 9849 Blaine Ct., Orlando, Fl. and on July 22, 2021, sold it for \$3,400,000.00<sup>1</sup>. He did not disclose this on his statement of financial affairs. He transferred<sup>2</sup> millions of dollars in real property to Sin Reposo, LLC just before he filed this case and just before millions of dollars in abstracts of judgments<sup>3</sup> were filed against him. He concealed and failed to schedule these transfers on his statement of financial affairs and concealed the debts which he paid with the proceeds of such sales.

6. Mr. Pettit listed \$115,198,279.27 in debts and \$27,751,036.05 in assets on his bankruptcy schedules. Upon information and belief, Mr. Pettit acquired many of his assets with funds misappropriated from clients such as the Movants.

7. He surrendered his law license to the Texas Supreme Court on June 6, 2022, at which time the Court ordered him to notify his clients of his cessation of the practice of law to return his clients' files to them and to report to the State Bar of Texas that he had done so.

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<sup>1</sup>See attached true copy of Orange County, Fl. Appraiser's Property Record and Deed copy from Mr. Pettit to Golden Apple House, LLC. dated July 22, 2021, reflecting the sale amount (for Florida tax purposes) at \$3,200,000.00, marked as Exhibit "A".

<sup>2</sup>See attached true copies of Deeds to Sin Reposo, LLC and option to purchase granted by Mr. Pettit in April, 2022, marked as Exhibit "B".

<sup>3</sup>See attached true copies of Abstracts of Judgments filed a few days after the Sin Reposo, LLC deeds in April, 2022, marked as Exhibit "C".

8. He had both a fiduciary duty and Court ordered obligation to notify his clients and former clients and to return their files and funds. In failing to do so he breached his fiduciary duties to his clients given each a claim against him. He chose not to schedule all of them as required by law.

9. He failed to schedule all of his creditors including his clients, their current cases (executory contracts). He listed a \$150,000.00 boat located in Florida but failed to schedule the lienholder on his schedules. He listed a payment of \$27,000.00 which he made on a jewelry store credit card shortly before his bankruptcy filing but failed to schedule the assets acquired from such charges or disclose to whom he may have transferred them. He disclosed a \$13,800,000.00 payment to a client made to a client in February of 2022, but failed to list the client's address or the details of such lawsuit or the source of the funds used to make such payment. He disclosed a \$225,000.00 "donation" to the Antonian school shortly before filing but did not disclose the terms or its purpose or what consideration he received such as possible prepayment for son's school tuition.

10. Mr. Pettit did not schedule millions of dollars in pre-petition income from real estate sales in 2021 and 2022 and his disposition of the proceeds thereof.

11. On June 17, 2022, Mr. Eric Terry was appointed as Chapter 11 Trustee in the Debtors cases. An order has not yet been entered in such regard.

### ***Grounds for Relief***

12. Pursuant to 11 U.S.C. §521 and Rule 1007 Bankruptcy Rules of Procedure, the debtor has a duty to file complete and accurate schedules and statement of financial affairs. “It goes without saying that the Bankruptcy Code and Rules impose upon bankruptcy debtors an express, affirmative duty to disclose all assets, including contingent and unliquidated claims.” *In the Matter of Coastal Plains, Inc.*, 179 F.3d 197, 207–208 (5<sup>th</sup> Cir. 1999) (emphasis in original). The duty to disclose is continuous. *Id.* The debtor must also file amended schedules where appropriate and may be compelled to do so by Court Order upon a motion filed by creditors pursuant to Rule 1009, Bankruptcy Rules of Procedure. Since the debtor has not complied with these duties the Movants request that the Court Order him to do so.

13. An attorney's right to compensation pursuant to a contingency fee agreement is a property right determined under applicable state law. *Barnhill v. Johnson*, 503 U.S. 393, 112 S.Ct. 1386, 1389, 118 L.Ed.2d 39 (1992); *Butner v. United States*, 440 U.S. 48, 54, 99 S.Ct. 914, 918, 59 L.Ed.2d 136 (1979). The debtor has not listed any property interests under his client fee agreements. They are not reflected as required on schedules B or G.

14. Some of the information which the debtor has omitted from his sworn schedules and statement of financial affairs and concealed from the Court and creditors consists of the following:

***Missing or concealed information on the Debtor's Schedules***

**Schedule B:**

Question No. 3.

1. 2021 Loma Tandem trailer Lic #63AXZ
2. 2021 MERCEDES BENZ  
Body Style: SUV 4D 5P  
VIN: 4JGFB8KB8MA515065  
Model/Series: GLE CLASS GLE63 AMG S  
Primary Color: BLACK
3. 2021 MERCEDES BENZ  
Body Style: CABRIOLET 2D  
Model/Series: E CLASS E53 AMG  
Primary Color: RED  
License Plate Number: PGB9070
4. 2020 PORSCHE  
Body Style: SUV 4D 5P  
Model/Series: MACAN S  
Primary Color: BLUE  
VIN: WP1AB2A54LLB37612  
License Plate Number: PLNQ46
5. 2020 PORSCHE  
Body Style: SUV 4D 5P  
Model/Series: MACAN S  
Primary Color: BLUE  
VIN: WP1AB2A53LLB37780  
License Plate Number: PLNQ47
6. 2020 MERCEDES BENZ  
Body Style: SUV 4D 7P  
Model/Series: GLS GLS 450  
Primary Color: BLUE  
VIN: 4JGFF5KEXLA127072  
License Plate Number: MTR2276

7. 2015 MERCEDES BENZ  
Body Style: SUV 4D 7P  
Model/Series: GL CLASS GL 450 4MATIC  
Primary Color: BLACK  
VIN: 4JGDF6EEXFA487570  
License Plate Number: FLB1289

Question No. 18.

Stock in Paleo and Resources

Question No. 19.

Interests in non publicly traded stocks

Question No. 25.

Ownership interest in son's trust

Question No. 31.

Failed to list professional malpractice insurance and errors and omissions insurance policies (including tail coverage from licensed advisory firm for which debtor worked as an investment advisor) as well as insurance policies of debtor's various properties and auto insurance policies on vehicles both scheduled and concealed.

Question No. 35.

The proceeds of funds embezzled from numerous clients. Receivables from property sold prepetition. This represents the bulk of the debtor's alleged \$100,000,000.00 debt.

Question No. 43.

**Schedule H:**

Failed to list his personal guarantees.

**Schedule F:**

1. Failed to list when the debts were incurred
2. Failed to list creditors such as clients and former clients, medical providers to whom he issued letters of protection secured creditors such as the lienholder on debtor's \$150,000.00 boat.

**Schedule G:**

Failed to list Attorney client and investor contracts, rental agreements.

Client lists and their confidential personal information.

***Missing or concealed information on the Debtor's Statement of Financial Affairs sworn to under penalty of perjury:***

**Question No. 5:**

Does not include: (1) income misappropriated from clients; (2) does not include proceeds of sales of real property and vehicles or for rent or options received, including many properties sold to Sin Reposo just before this bankruptcy filing, the property at 488 E. Olmos Dr., San Antonio, TX, and related property held in the name of the debtor's son's trust for which the debtor acts as trustee and on his own behalf, the \$3,200,000.00 sale of 9849 Blaine Ct. Orlando, FL on July 22, 2021 to Golden Apple House, LLC. The debtor conceals millions of dollars in sales proceeds of real and personal properties sold just before his bankruptcy filing.

**Question No. 6**

Does not show the dates of payment for the transfers disclosed and addresses for each transferee or the balance still owed in each case. Fails to disclose and conceals the payment of indebtedness on each of the properties sold within 90 days of filing including those which he personally guaranteed for his son's trust. These amount to hundreds of thousands of dollars.

**Question No. 7**

Does not list payments made to debtor's brother on behalf of son's trust or for Roble Dorado, LLC or to his various corporations.



Question No. 8

Does not list the \$975,000.00 mortgage paid to the Gougers in April, 2022 on the debt which he owed and guaranteed for his (alleged) son's trust.

Question No. 12.

Does not list transfers to son's trust, debtor's brother, or to his companies including Roble Dorado, LLC. and its capitalization including the funding of its acquisition of 10285 Summer Meadow Way, Orlando, FL.

Question No. 14.

Does not list the address, a description of what was contributed or the date of the contribution for the \$2,000.00 church and \$225,000.00 private school alleged charitable donations made in 2022 and his insider status with those organizations including payments towards the campus building which bears his and/or his family name.

Question No. 18.

1. Failed to list the payments he made to the seller of his multimillion dollar home in Orlando, FL or to his corporation Roble Dorado, LLC through which he acquired the home and then refinanced the note.
2. Failed to list the payment of a \$562,000 note to the Bank of San Antonio in April 2022 and similar payments made by the debtor or on his behalf.
3. Failed to list the address for the Salvador Ortiz Irrevocable Trust or the trustee through who the trust operates.
4. Failed to list the payments made on behalf of his son's trust for which he acts as trustee including his guarantee of a \$975,000.00 note for the trust including the final payment which released the lien in favor of Mr. and Mrs. Gouger in April of 2022.
5. Failed to list multiple sales of his real property within the ninety days before his bankruptcy filing including the sales of his real properties in April of 2022, located at 15715 Deer Crest, San Antonio, TX, 4211, 4203 and 4118 Honeycomb St., San Antonio, TX, 814 Ottawa Way,

San Antonio, TX, 711 Contour Drive, San Antonio, TX, 772 Lake Breeze Drive, Canyon Lake, TX, 200 Alameda Circle, San Antonio, TX and 11902 and 11923 Rustic Lane, San Antonio, TX. to Sin Reposo, LLC.

6. Failed to list a \$2,500,000 loan secured by his home at 11 Champions Run, San Antonio, Texas and his office building on Huebner Road, San Antonio, both of which he represented he did not occupy and would not occupy as his homestead and specifically disclaiming them as his homestead.
7. Failed to list and concealed the sale of his vehicles and the proceeds of the sales thereof including:
8. Failed to list Vehicle transfers to the debtor's friend, accountant and client:

2014 MERCEDES BENZ

Body Style: CONVERTIBLE 2D

Model/Series: E CLASS E 550

Primary Color: RED

License Plate Number: RPC5192

Previous Plate Number: GPJ9098

sold on or about 04/26/2022 to:

Name: AMALIO L. SOTO

Mailing Address: 14465 SANTA RITA  
HELOTES, TX 78023-2871

2010 PORSCHE

Body Style: SUV 4D 5P

Model/Series: CAYENNE GTS GTS PD EDITION 3

Primary Color: WHITE

VIN: WP1AD2AP4ALA60488

License Plate Number: PVJ5296

Previous Plate Number: BL1C436

Registrant(s) Since: 07/23/2021

Name: AMALIO L. SOTO

Mailing Address: 14465 SANTA RITA  
HELOTES, TX 78023-2871

9. Failed to list the transfers of moneys which he previously held in trust for clients including but not limited to oil runs which he received on behalf of Mr. and Mrs. Nolte and their family trust including monthly payments made by Conoco directly into Mr. Pettit's Frost Bank trust account since 2014 and continuing through the present.
10. Concealed and failed to list his sale of 9849 Blaine Ct., Orlando, Fl. To Golden Apple House, LLC on July 22, 2021 for \$3,200,000.00 or the income from such sale.
11. Failed to list the 2022 and 2021 security agreements pledging his assets to Westwood Funding Solutions, LLC and Boat Finance, LLC.
12. Failed to schedule the option given by the debtor to Sin Reposo, LLC to purchase the debtor's property at 555 Argyle, San Antonio, Texas on April 12, 2022.

Question No 19.

Failed to list the transfers to: his son's trust known as the Christopher Jean Claude Paul Pettit Irrevocable Trust and on its behalf, various pension accounts, various corporations in which he owns an interest.

Question No. 20.

Failed to list the addresses and account numbers for each closed account.

Question No. 21.

Failed to list the property stored in his various homes and offices. Failed to list the means of storage and location of the records of his financial investments, tax records, account records, client trust fund and management fund records and the locations of paper and electronic files showing the receipt and disposition of client funds and the proceeds thereof including the closing documents for each acquisition and sale of real and personal property by him, through his corporation or various trusts which he administered including his son's trust, including copies of documents sent to clients detailing the investments and securities which he allegedly acquired for them and the interest or profits which accrued from such securities and other investments.

Question No. 23.

1. Failed to list all of the clients and their correct address (rather than using his office address so the clients would not receive notice) for whom he holds property in trust including personal injury clients, their trust funds and their files, trust clients, their trust funds and their files, hundreds if not thousands of client files held or stored for the clients and their addresses. The Texas Supreme Court has ordered the debtor to notify all clients and to return their files which he has not done. He concealed the amount held for each client including the funds from cases which he settled and failed to turn over settlement proceeds to clients.
2. Failed to list the properties both real and personal administered and controlled by the debtor including those held in the name of his various businesses and ostensibly as trustee of his son's trust whose debts the debtor guaranteed and other undisclosed trusts in which he serves as trustee including client trust and wealth management accounts. Failed to list hundreds of thousands dollars in stock held outright or as trustee in various oil and gas companies including but not limited to: EF Energy Funders Ventures, Inc. and Paleo Resources, Inc.
3. Failed to list Chris Pettit & Associates PC, controlled by Mr. Pettit, a director of the company, as trustee of a trust, acquired 55,225,714 Common Shares pursuant to the conversion, representing 23.47% of the issued and outstanding Common Shares of Paleo Resources, Inc.

Question No. 27.

1. Failed to list and to fully identify by name, address, nature of business, name of accountant or bookkeeper, employer identification number and dates of operation each of his businesses and trusts, including his directorship of EF Energy Funders Ventures, Inc. (Publicly traded company) and his directorship of Paleo Resources, Inc. (Publicly traded company) and directorship in Oak Hills Financial Group, Inc., etc.
2. Failed to list his affiliation and ownership in PPBHT Royalty, LLC. Formed on March 20, 2020, and directorship therein.

Question No. 28.

Failed to list and concealed information disclosing the financial statements about his businesses in the last two years including those given to creditors to

acquire a home in Orlando, Florida and to refinance the same under his Florida company, Roble Dorado, LLC (to Stonebridge Homes, Inc. and Winter Park National Bank) and the refinance of his Huebner Road office building cross collateralized by his home at 11 Champions Run, San Antonio, Texas for \$2,500,000.00. Failed to list the financial statements for each high value items of property given to creditors including those who extended credit for items such as his \$150,000 Florida boat, his vehicles property purchased through his companies and through his son's trust which he personally guaranteed and financial information disclosed in settling various claims against he and his lawfirm.

WHEREFORE, PREMISES CONSIDERED, the Movants pray that the Debtor be directed to file with the Court amended full, complete and accurate schedules and statement of financial affairs, without disclaimer or qualification, under oath within ten days of the Court's order on this matter, upon penalty of contempt, and for such other and further relief to which the Movants may be entitled.

Dated : 20 June, 2022.

Respectfully submitted,

LAW OFFICES OF MARTIN SEIDLER  
11107 Wurzbach Road, Suite 504  
San Antonio, Texas 78230  
Tel: (210) 694-0300  
Fax: (210) 690-9886  
Email: marty@seidlerlaw.com

By: /s/ Martin Seidler  
MARTIN SEIDLER, #18000800  
ATTORNEY FOR JAMES V. NOLTE,  
ADILMIRA NOLTE AND  
NOLTE LIVING TRUST

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing was served by email and/or first class mail on this 20<sup>TH</sup> day of June, 2022 to the following and all other parties in interest registered to receive electronic notice of filings in this case via this Court's ECF notification system.

Christopher John Pettit  
11 Champions Run  
San Antonio, TX 78258

Chris Pettit & Associates, PC  
11902 Rustic Lane  
San Antonio, TX 78230

Michael G. Colvard  
MARTIN & DROUGHT, PC  
112 E. Pecan St., Suite 1616  
San Antonio, TX 78205

U.S. Trustee  
615 E. Houston, Suite 533  
San Antonio, TX 78205

/s/ Martin Seidler  
MARTIN SEIDLER

9849 Blaine Ct

<https://ocpaservices.ocpaf1.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSettings/AA1AB1...>

## Property Record - 18-24-28-3103-00-300

Orange County Property Appraiser •  
<http://www.ocpaf1.org>

### Property Summary as of 06/20/2022

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**Property Name**

9849 Blaine Ct

**Names**

Golden Apple House LLC

**Municipality**

ORG - Un-Incorporated

**Property Use**

0106 - Single Fam Class Vi

**Mailing Address**

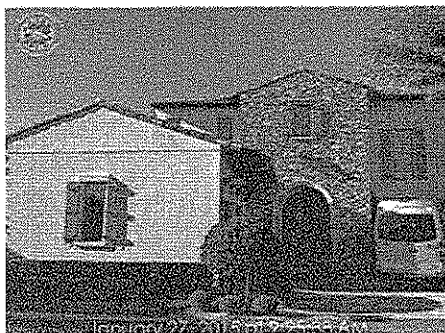
6601 Malta Ln  
Mclean, VA 22101-2232

**Physical Address**

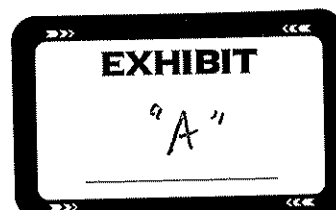
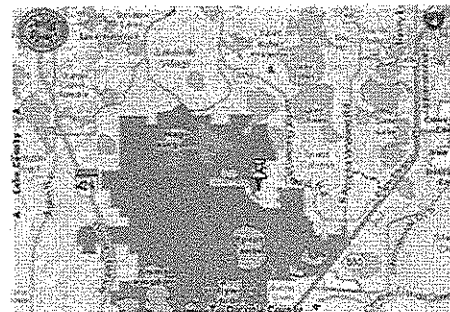
9849 Blaine Ct  
Orlando, FL 32836



QR Code For Mobile Phone

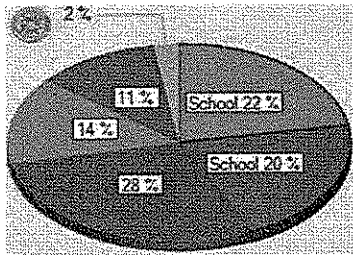


9849 BLAINE CT, ORLANDO, FL 32836 1/27/2015 9:25 AM



9849 Blaine Ct

<https://ocpaservices.ocpafl.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSsettings/AA1AB1...>



## Value and Taxes

### Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2021 <input checked="" type="checkbox"/> <input type="checkbox"/>	\$425,000	+	\$1,551,776	+	\$36,280 = \$2,013,056 (-.58%) \$2,013,056 (-.58%)
2020 <input checked="" type="checkbox"/> <input type="checkbox"/>	\$425,000	+	\$1,563,115	+	\$36,780 = \$2,024,895 (-.41%) \$2,024,895 (-.41%)
2019 <input checked="" type="checkbox"/> <input type="checkbox"/>	\$425,000	+	\$1,574,453	+	\$33,780 = \$2,033,233 (-2.0%) \$2,033,233 (-2.0%)
2018 <input checked="" type="checkbox"/> <input type="checkbox"/>	\$425,000	+	\$1,599,487	+	\$50,000 = \$2,074,487 \$2,074,487

### 2021 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$2,013,056	\$0	\$2,013,056	3.4890 (-3.33%)	\$7,023.55	22 %
Public Schools: By Local Board	\$2,013,056	\$0	\$2,013,056	3.2480 (0.00%)	\$6,538.41	20 %
Orange County (General)	\$2,013,056	\$0	\$2,013,056	4.4347 (0.00%)	\$8,927.30	28 %
Unincorporated County Fire	\$2,013,056	\$0	\$2,013,056	2.2437 (0.00%)	\$4,516.69	14 %
Unincorporated Taxing District	\$2,013,056	\$0	\$2,013,056	1.8043 (0.00%)	\$3,632.16	11 %
Library - Operating Budget	\$2,013,056	\$0	\$2,013,056	0.3748 (0.00%)	\$754.49	2 %
South Florida Water Management District	\$2,013,056	\$0	\$2,013,056	0.1061 (-3.81%)	\$213.59	1 %
South Florida Wmd Okeechobee Basin	\$2,013,056	\$0	\$2,013,056	0.1146 (-3.86%)	\$230.70	1 %
South Florida Wmd Everglades Const	\$2,013,056	\$0	\$2,013,056	0.0365 (-3.95%)	\$73.48	0 %
				15.8517	\$31,910.37	



9849 Blaine Ct

<https://ocpaservices.ocpafl.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSettings/AA1AB1...>

## 2021 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
COUNTY SPECIAL ASSESSMENT	WASTE PRO - GARBAGE - (407)836-6601	1.00	\$250.00	<b>\$250.00</b>
				<b>\$250.00</b>

## Property Features

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### Property Description

GOLDEN OAK PHASE 1C 75/44 LOT 30

### Total Land Area

8,210 sqft (+/-) | 0.19 acres (+/-) GIS Calculated

### Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	P-D	1 LOT(S)	working...	working...	working...	working...

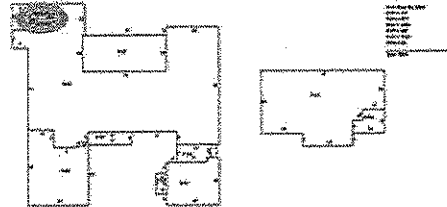
### Buildings

Subarea Description	Sqft	Value
BAS - Base Area	3089	working...
FGR - Fin Garage	671	working...
FOP - F/Opn Prch	177	working...
FSP - F/Scr Prch	448	working...
FUS - F/Up Story	1131	working...
OPN - Open Area	92	working...

9849 Blaine Ct

<https://ocpaservices.ocpafl.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSsettings/AA1AB1...>

**Model Code** 01 - Single Fam Residence  
**Type Code** 0106 - Single Fam Class Vi  
**Building Value** working...  
**Estimated New Cost** working...  
**Actual Year Built** 2014  
**Beds** 5  
**Baths** 4.5  
**Floors** 2  
**Gross Area** 5608 sqft  
**Living Area** 4220 sqft  
**Exterior Wall** Cb.Stucco  
**Interior Wall** Dec.Wall.C



#### Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
SKT2 - Summer Kitchen 2	12/31/2014	1 Unit(s)	working...	working...
FPL2 - Fireplace 2	12/31/2014	1 Unit(s)	working...	working...
PL2 - Pool 2	12/31/2014	1 Unit(s)	working...	working...
WLDC - Wall Dec	12/31/2014	64 Unit(s)	working...	working...
SPA2 - Spa 2	12/31/2014	1 Unit(s)	working...	working...

#### Sales

##### Sales History

Sale Date	Sale Amount	Instrument # Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
→ 07/22/2021	\$3,200,000	20210453701 /	Warranty Deed	Pettit Christopher John	Golden Apple House LLC	Improved ←
01/17/2018	\$2,200,000	20180044083 /	Warranty Deed	Jusas Brian J Jusas Lisa M	Pettit Christopher John	Improved
04/04/2013	\$499,100	20130183244 10548 / 7460	Special Warranty	Golden Oak Development LLC	Jusas Brian J Jusas Lisa M	Vacant



Prepared by  
Judith Parker, an employee of  
**First American Title Insurance Company**  
931 South Orlando Avenue  
Maitland, Florida 32751  
(877)727-5915

Return to: Grantee

File No.: 2020-2705987

**DOC # 20210453701**  
07/28/2021 08:35 AM Page 1 of 2  
Rec Fee: \$18.50  
Deed Doc Tax: \$22,400.00  
Mortgage Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Phil Diamond, Comptroller  
Orange County, FL  
Ret To: ERECORDING PARTNERS NETWORK

### **WARRANTY DEED**

THIS INDENTURE, executed on July 22, 2021, between

**Christopher John Pettit, a single person**

whose mailing address is: 11 Champions Run, San Antonio, TX 78258,  
hereinafter called the "grantor", and

**Golden Apple House LLC, a Delaware limited liability company**

whose mailing address is: 6601 Malta Lane, McLean, VA 22101,  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**WITNESSETH:** The grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **Orange County, FL**, to-wit:

Lot 30 of GOLDEN OAK PHASE 1C, according to the Plat thereof as recorded in Plat Book 75, Pages 44, of the Public Records of Orange County, Florida.

Parcel Identification Number: **18-24-28-3103-00300**

**Subject** to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**To Have and to Hold**, the same in fee simple forever.

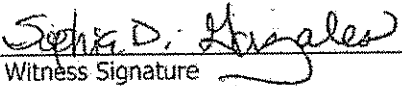
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2020.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.



Christopher John Pettit

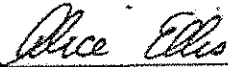
Signed, sealed and delivered in our presence:



Witness Signature

Sophia D. Gonzalez

Print Name



Witness Signature

Alice Ellis

Print Name

State of Texas

County of Bexar

The Foregoing Instrument Was Acknowledged before me by means of ☒ physical presence or ☐ online notarization, on July 22<sup>nd</sup>, 2021, by Christopher John Pettit, a single person.

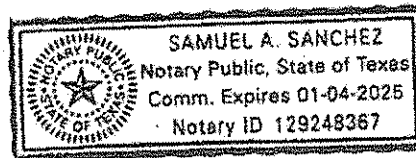


Notary Public

Samuel A. Sanchez

(Printed Name)

My Commission expires: 01-04-2025



(Notarial Seal)

Personally Known ☐ OR Produced Identification ☒  
Type of Identification Produced a valid driver's license

ATC 4000412200039

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WARRANTY DEED WITH VENDOR'S LIEN**

Dated Effective as of: **January 13, 2022**

Grantor: **Christopher J. Pettit**

Grantor's Mailing Address: **200 Alameda Cir  
Olmos Park, Texas 78212**

Grantee: **SIN REPOSO, LLC, a Texas limited liability company**

Grantee's Mailing Address: **134 Brittany  
San Antonio, Texas 78212**

Consideration:

Cash and note of even date executed by Grantee and payable to the order of **BHA Financial, L.P., a Texas limited partnership ("Lender")** in the principal amount of **One Million Twenty Thousand and No/100 Dollars (\$1,020,000.00)**. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first lien deed of trust dated the same date as this deed in favor of Lender.

Property (including any improvements):

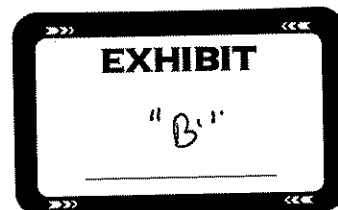
**Lot 5, Block 9, Olmos Park Estates, in the City of Olmos Park, Bexar County, Texas, according to plat thereof recorded in Volume 980, Pages 16-17, Deed and Plat Records of Bexar County, Texas.**

Reservations from Conveyance: **None**

All ad valorem taxes for the current and all subsequent years, zoning ordinances and utility district assessments, if any, applicable to and enforceable against the Property and all conditions, covenants, options, restrictions, easements, charges and liens for assessments, setbacks, encroachments, reservations, and mineral reservations affecting the Property that are shown in the Real Property Records of **Bexar County, Texas**.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.



Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Christopher John Pettit  
Christopher J. Pettit

THE STATE OF Virginia }

(Acknowledgement)

COUNTY OF Prince William }

**Christopher J. Pettit** acknowledged this instrument before me on January 13, 2022.

This notarial act is an online notarization. The person(s) acknowledging is/are appearing before me by an interactive two-way audio and video communication that meets the online notarization requirements under Subchapter C, Chapter 406, TX Government Code, and rules adopted under that subchapter.



Teneisha Monae Richburg

Notary Public

Notarized online using audio-video communication

AFTER RECORDING RETURN TO:

**SIN REPOSO, LLC, a Texas limited liability company**  
**134 Brittany, San Antonio, Texas 78212**

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20220012033  
Recorded Date: January 14, 2022  
Recorded Time: 3:48 PM  
Total Pages: 3  
Total Fees: \$30.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law.

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 1/14/2022 3:48 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

LINCOLN HG15

GF# 400032200121

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**Warranty Deed with Vendor's Lien**

Date: April 1, 2022

Grantor: Olmos Park Properties, Inc., a Texas corporation (as to Tract I), and Christopher John Pettit, Trustee of the Christopher Jean Claude Pettit Irrevocable Trust (as to Tract II)

Grantor's Mailing Address:

Grantee: Sin Reposo, LLC

Grantee's Mailing Address: 134 Brittany, San Antonio, TX 78212

Consideration: Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and for the further consideration of the execution and delivery by said grantee of that one certain promissory note of even date herewith in the principal sum of Two Million Five Hundred Fifty Thousand and 00/100 Dollars (\$2,550,000.00) payable to the order of BHA Financial, L.P., a Texas limited partnership, upon terms and bearing interest as therein provided, and providing for the acceleration of maturity in the event of default and for attorney's fee, the payment of which note is secured by the vendor's lien herein retained and is additionally secured by a Deed of Trust of even date herewith to Jack E. Biegler, Trustee.

Property (including any improvements): Tract 1: Lot 1, Block 1, PARK PLACE, City of Olmos Park, Bexar County, Texas, according to the plat thereof recorded in Volume 980, Page 68, Deed and Plat Records of Bexar County, Texas; SAVE AND EXCEPT the West 3 feet of said lot, and being the same property conveyed by Rebecca G. Martinez, Individually and as Independent Executrix of the Estate of Joe B. Martinez, Jr., Deceased to Roy G. Martinez and Sylvia A. Ferris, f/k/a Sylvia M. Meadows by General Warranty Deed dated October 16, 2002 recorded under Document No. 20020445960, Real Property Records, Bexar County, Texas.

Tract 2: Lot 11, Block 13, Olmos Park Estates, in the City of Olmos Park, Bexar County, Texas, according to the map or plat thereof recorded in Volume 980, Pages 16-17, Deed and Plat Records, Bexar County, Texas.

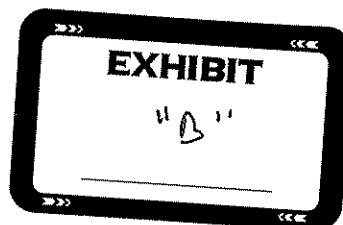
Reservations from and Exceptions to Conveyance and Warranty: This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

BHA Financial, L.P., a Texas limited partnership at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property, as is evidenced by the hereinbefore described \$2,550,000.00 note. The first and superior Vendor's Lien, as well as the Superior Title to said property is retained herein for the benefit of the said BHA Financial, L.P., a Texas limited partnership, its successors or assigns and shall have the right to release said Vendor's Lien upon the payment of said Note. The Vendor's Lien against and superior title to the property are retained until each note described is fully paid according to its term, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.





Olmos Park Properties, Inc.,  
a Texas corporation

By: \_\_\_\_\_

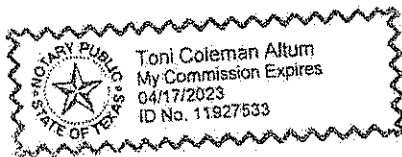
Its: President

\_\_\_\_\_  
Christopher John Pettit, Trustee of the Christopher Jean  
Claude Pettit Irrevocable Trust

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 7 day of April 2022, by Christopher Pettit, Trustee  
of Olmos Park Properties, Inc., a Texas corporation, on behalf of said corporation.

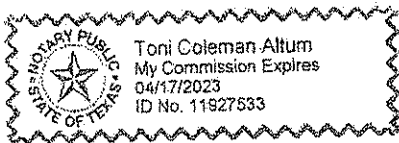


\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 7 day of April 2022, by Christopher John Pettit,  
Trustee of the Christopher Jean Claude Pettit Irrevocable Trust.



\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Sin Reposo, LLC  
134 Brittany  
San Antonio, TX 78212

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20220088904

Recorded Date: April 11, 2022

Recorded Time: 7:26 AM

Total Pages: 3

Total Fees: \$30.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law.

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/11/2022 7:26 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

SF # 4000332200145

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Warranty Deed with Vendor's Lien

Date: April 7, 2022

Grantor: Christopher J. Pettit aka Christopher John Pettit, a single person

Grantor's Mailing Address:

Grantee: Sin Reposo, LLC

Grantee's Mailing Address: 134 Brittany, San Antonio, Bexar County, Texas 78212-1720

Consideration: Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is here acknowledged, and two notes of even date executed by Grantee and referred to as the first-lien note and the second-lien note. The first-lien note is payable to the order of Great Central Mortgage Acceptance Company, Ltd. in the principal amount of Five Hundred Seventy Six Thousand and 00/100 Dollars (\$576,000.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of Great Central Mortgage Acceptance Company, Ltd. and is also secured by a first-lien deed of trust of even date from Grantee to Sara E. Dysart, Trustee. The second-lien note is payable to the order of Great Central Mortgage Acceptance Company, Ltd., in the principal amount of One Hundred Forty Four Thousand and 00/100 Dollars (\$144,000.00). The second-lien note is secured by a second and inferior vendor's lien against, and superior title to, the Property retained in this deed in favor of Central Mortgage Acceptance Company, Ltd., and is also secured by a second-lien deed of trust of even date from Grantee to Sara E. Dysart, Trustee.

Property (including any improvements): Tract 1: Lot 16, Block 11, New City Block 18361, Deerfield Subdivision, Unit 2, in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9506, Page 213, amended in Volume 9509, Page 104, Deed and Plat Records, Bexar County, Texas.

Tract 2: Lot 2360, Canyon Lake Hills Unit No. 6, in Comal County, Texas, according to the map or plat thereof recorded in Volume 2, Page 39, Map and Plat Records, Comal County, Texas.

Tract 3: Lot 4, Block 10, New City Block 14720, WOOD LAND MANOR UNIT NO. 2, in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 2805, Page 233, Deed and Plat Records of Bexar County, Texas.

Reservations from and Exceptions to Conveyance and Warranty: This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.

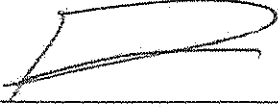
The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Great Central Mortgage Acceptance Company, Ltd. at Grantee's request, has paid in cash to Grantor, that portion of the purchase price of the property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit Great Central Mortgage Acceptance Company, Ltd. and are transferred to Great Central Mortgage Acceptance Company, Ltd., without recourse on Grantor to secure the first-lien note. Great Central Mortgage Acceptance Company,

Ltd. at Grantee's request has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the second-lien note. The second and inferior vendor's lien against and superior title to the Property are retained for the benefit Great Central Mortgage Acceptance Company, Ltd. and are transferred to Great Central Mortgage Acceptance Company, Ltd., without recourse on Grantor to secure the second-lien note. The second and inferior vendor's lien against and superior title to the Property are and will remain subordinate and inferior to all liens securing the first-lien note, regardless of the frequency or manner of renewal, extension, or alteration of any part of the first-lien note or the liens securing it.

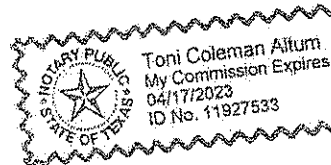
When the context requires, singular nouns and pronouns include the plural.

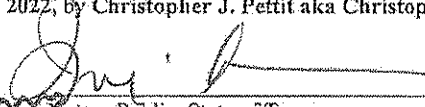
  
Christopher J. Pettit  
aka Christopher John Pettit

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 7 day of April 2022, by Christopher J. Pettit aka Christopher John Pettit.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
San Reposo, LLC  
134 Brittany  
San Antonio, Texas 78212-1720

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20220088995

Recorded Date: April 11, 2022

Recorded Time: 7:34 AM

Total Pages: 3

Total Fees: \$30.00

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on:  
4/11/2022 7:34 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

GF # 400032200142

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Warranty Deed with Vendor's Lien

Date: April 7, 2022

Grantor: Christopher J. Pettit aka Christopher John Pettit, a single person

Grantor's Mailing Address:

Grantee: Sin Reposo, LLC

Grantee's Mailing Address: 134 Brittany, San Antonio, TX 78212

Consideration: Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is here acknowledged, and two notes of even date executed by Grantee and referred to as the first lien note and the second-lien note. The first-lien note is payable to the order of Great Central Mortgage Acceptance Company, Ltd. in the principal amount of Four Hundred Sixty-Four Thousand and 00/100 Dollars (\$464,000.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of Great Central Mortgage Acceptance Company, Ltd., to the extent of \$433,334.00, and is also secured by a first-lien deed of trust of even date from Grantee to Sara Dysart, Trustee. The second-lien note is payable to the order of Story Book Funding, LLC, in the principal amount of One Hundred Sixteen Thousand and 00/100 Dollars (\$116,000.00). The second-lien note is secured by a second and inferior vendor's lien against, and superior title to, the Property retained in this deed in favor of Story Book Funding, LLC, and is also secured by a second-lien deed of trust of even date from Grantee to Sara Dysart, Trustee.

Great Central Mortgage Acceptance Company, Ltd., at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien to the extent of \$433,334.00 and superior title to the property are retained for the benefit of Great Central Mortgage Acceptance Company, Ltd. and are transferred to Great Central Mortgage Acceptance Company, Ltd., without recourse on Grantor

Property (including any improvements): Tract I: Lot 1, Block 5, New City Block 14715, Wood Land Manor, Unit 1, in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 2805, Page 219, Deed and Plat Records, Bexar County, Texas.

Tract II:

Lot 1, Block 10, New City Block 14720, Wood Land Manor Unit No. 2, in the City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 2805, Page 233, Deed and Plat Records of Bexar County, Texas.

Tract III:

Lots 11 and 12, Block 1, New City Block 14711, Wood Land Manor, Unit No. 1, in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 2805, Page 219, Deed and Plat Records, Bexar County, Texas.

Reservations from and Exceptions to Conveyance and Warranty: This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.

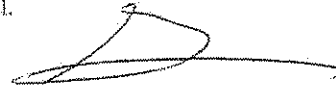
The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and

successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Great Central Mortgage Acceptance Company, Ltd. at Grantee's request, has paid in cash to Grantor, that portion of the purchase price of the property that is evidenced by the first lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit Great Central Mortgage Acceptance Company, Ltd. and are transferred to Great Central Mortgage Acceptance Company, Ltd., without recourse on Grantor to secure the first lien note. Story Book Funding, LLC at Grantee's request has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the second lien note. The second and inferior vendor's lien against and superior title to the Property are retained for the benefit Story Book Funding, LLC and are transferred to Story Book Funding, LLC, without recourse on Grantor to secure the second lien note. The second and inferior vendor's lien against and superior title to the Property are and will remain subordinate and inferior to all liens securing the first lien note, regardless of the frequency or manner of renewal, extension, or alteration of any part of the first lien note or the liens securing it.

When the context requires, singular nouns and pronouns include the plural.

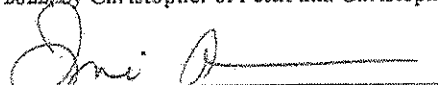
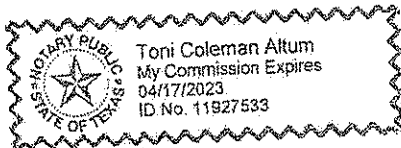


Christopher J. Pettit  
aka Christopher John Pettit

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 7 day of April 2022, by Christopher J. Pettit aka Christopher John Pettit.

  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Sin Reposo, LLC  
134 Brittany  
San Antonio, TX 78212

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20220088969  
Recorded Date: April 11, 2022  
Recorded Time: 7:32 AM  
Total Pages: 3  
Total Fees: \$30.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law.

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/11/2022 7:32 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk



MEMORANDUM OF OPTION AGREEMENT

Filed by ATC - Lincoln

STATE OF TEXAS §  
COUNTY OF BEXAR §

GF# 4000032200164  
KNOW ALL PERSONS BY THESE PRESENTS:

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made and executed to be effective the date set forth below by and between Christopher J. Pettit, an individual residing in Texas ("Seller"), and Sin Reposo, LLC or assigns, a Texas limited liability company ("Buyer").

WITNESSETH:

A. Seller and Buyer have entered into that certain Amended and Restated Side Letter Agreement ("SLA") by and between SR, as "Buyer," and Olmos Park Properties Inc., Oak Hills Financial Group, Inc. and Chris Pettit, individually and as trustee for the Christopher Jean-Claude Pettit Irrevocable Trust, which is incorporated herein by reference, dated as of even date herewith (the "Agreement"), whereby Seller has granted to Buyer the option to purchase a certain tract of land located in the City of Alamo Heights, Bexar County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter, together with the improvements constructed or to be constructed thereon, referred to as "Property"), upon the terms and conditions more particularly described in the Agreement, reference to which is hereby made for all purposes.

B. Seller and Buyer desire to make and execute this Memorandum, and to have this Memorandum recorded in the Official Public Records of Bexar County, Texas, providing public record notice to all interested parties as to the existence of the Agreement and Option to purchase the Property.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties hereto, Seller and Buyer do hereby confirm the following:

1. Defined Terms. Capitalized terms used in this Memorandum which are not otherwise defined herein are intended to have the same meanings ascribed to them as set forth in the Agreement.

2. Option Agreement. Pursuant to the terms of the Agreement, Seller has granted to Buyer the exclusive, irrevocable right, privilege and option to acquire the Property, exercisable (or not) by Buyer, in its sole and absolute discretion, during the Option Period, commencing on the Effective Date of the Agreement, April \_\_, 2022 and continuing for one (1) year thereafter, and otherwise upon and subject to the terms and conditions set forth in the Agreement. If the Option has not been exercised within one year from the Effective Date, the Agreement shall terminate.

3. Binding Effect of Agreement. The terms and provisions of the Agreement are binding upon Seller and Buyer, and their respective heirs, legal representatives, successors and assigns, including all subsequent owners of the Property.

5. No Modification of Agreement. The purpose of this Memorandum is merely to make the existence of, and the nature of certain provisions contained in, the Agreement of public record, and nothing contained herein is intended, nor shall anything contained herein be deemed or construed, to alter or modify in any respect the terms, provisions, covenants and/or conditions contained in the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement controls.

IN WITNESS WHEREOF, Seller and Buyer have caused this Memorandum of Option Agreement to be executed on the dates of their respective acknowledgments below to be effective as of the date of the last such acknowledgement.

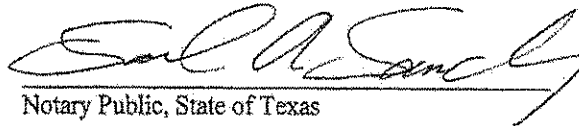
SELLER:

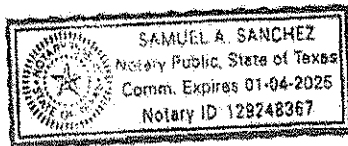
By: \_\_\_\_\_

Chris Pettit,  
an individual residing in Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on this 12<sup>th</sup> day of April, 2022, by Christopher J. Pettit, an individual residing in the State of Texas.

  
Notary Public, State of Texas



BUYER:

SIN REPOSO LLC

a Texas limited liability company

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TEXAS

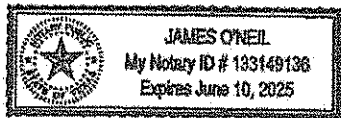
§

§

COUNTY OF BEXAR

§

This instrument was acknowledged before me on this 12<sup>th</sup> day of April, 2022,  
by Garnett Glass, as Sin Reposo, LLC, a Texas limited liability company, on behalf of said  
limited liability company.



\_\_\_\_\_  
Notary Public, State of Texas

Exhibit:

A - Description of the Property

GFB: SAT-03-4000032200164

## EXHIBIT A

Lot 9, Block 25, Grice Hill Subdivision, in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9504, Page 201, Deed and Plat Records, Bexar County, Texas

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

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Recorded Time: 10:13 AM  
Total Pages: 6  
Total Fees: \$42.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/13/2022 10:13 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

**SCANNED****ABSTRACT OF JUDGMENT**

Doc# 20220102075 04/22/2022 02:46 PM Page 1 of 2 Lucy Adame-Clark, Bexar County Clerk

**"THE STATE OF TEXAS"**

Plaintiff(s), James Craig Horan and Gennifer Horan  
Address: 109 Angel Dove Pl., Spring, Texas 77382

Defendant, Chris Petitt & Associates, P.C.  
Address: 11902 Rustic Lane, San Antonio, Texas 78230  
DOB: not reasonably available Driver's License No: XXXXXXnot reasonably available SSN: XXX-XX-X267

Defendant, Christopher J. Petitt  
Address: 11 Champions Run, San Antonio, Texas 78258  
DOB: April 13, 1967 Driver's License No: XXXXXX558 SSN: XXX-XX-Xnot reasonably available

Date of Judgment: April 6, 2022 Case Number: **2022-CI-06069**

Amount for which the judgment was rendered and the rate of interest specified in the judgment:

Jointly and severally for the sum of \$908,148.47; Exemplary damages in the amount of \$500,000.00; together with pre-judgment interest at the rate of 10% per 365 day year compounded annually from July 19, 2021 through the date of signing of this judgment; reasonable and necessary attorney's fees in the amount of \$100,000.00; together with post-judgment interest at the rate of 10% per 365 day year compounded annually from the date of the signing of this judgment until all amounts are paid in full, plus court costs of \$1,000.00.

Balance due: As shown above

I, Mary Angie Garcia, Clerk of the District Courts of Bexar County, Texas, verify that the foregoing was prepared and Given Under My Hand and Seal of Office, at San Antonio, Texas, on April 22, 2022.

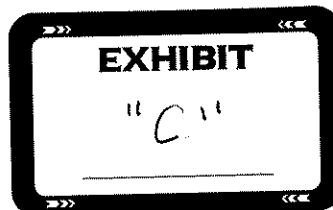


By:

Mary Angie Garcia  
Bexar County District Clerk

Consuelo Gomez, Deputy

Return to:  
F. Matthew Flores  
112 E. Pecan St., Ste. 1450  
San Antonio, Texas 78205  
(210) 278-5815





\*VG-61-2022-20220102075\*

**File Information**

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:  
4/22/2022 2:46 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk



ABSTRACT OF JUDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF BEXAR       §

On the 18<sup>th</sup> day of April 2022, the Statutory Probate Court No. 1 of Bexar County, Texas, in cause entitled *Sharon Rakowitz, individually and as General Partner and Limited Partner of Bossy R, LP, Karen Varns, Agnes Mae Hartman and Peter Rakowitz v. Christopher J. Pettit and Christ Pettit & Associates, P.C.*, Cause No. 2022-PC-01235 on the docket of the Court, rendered judgment in favor of Sharon Rakowitz, individually and as General Partner and Limited Partner of Bossy R, LP, Karen Varns, Agnes Mae Hartman and Peter Rakowitz against Christopher J. Pettit and Christ Pettit & Associates, P.C.. The details of the judgment are as follows:

1. The names and addresses of the Judgment – Creditors are Bossy R, LP, Sharon Rakowitz, Karen Varns, Agnes Mae Hartman and Peter Rakowitz, c/o their attorney, Jessica A. Newill, Gardner Law, 745 East Mulberry Avenue, Suite 500, San Antonio, Texas 78212, (210) 733-8191.
2. The names and addresses of the Judgment – Debtors are Christopher J. Pettit and Chris Pettit & Associates, P.C.; 11902 Rustic Lane, San Antonio, Texas 78230
3. The Judgment was rendered for the sum of \$2,400,000.00; for a total Judgment amount of \$2,400,000.00 plus post-judgment interest.
4. Post-judgment interest at the rate of 5% per annum on the aggregate unpaid Judgment amount, as set forth above, shall accrue from the date of Judgment until such amounts are paid.

Signed on the 18<sup>th</sup> day of April, 2022.

**GARDNER LAW**

745 E. Mulberry Ave, Ste 500  
San Antonio, TX 78212-3149  
(210) 733-8191 – Telephone  
(210) 733-5538 – Facsimile

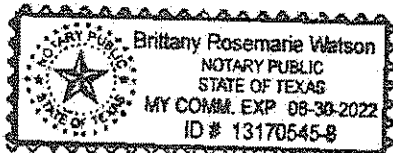
By: \_\_\_\_\_

Jessica A. Newill  
State Bar No. 24081066  
[jnewill@gardnertx.com](mailto:jnewill@gardnertx.com)  
Carol W. Saxon  
State Bar No. 24058615  
[csaxon@gardnertx.com](mailto:csaxon@gardnertx.com)  
**ATTORNEYS FOR PLAINTIFF**

BEFORE ME, the undersigned notary public, on this day personally appeared Jessica A. Newill, who, being by me duly sworn upon oath, said that she has read and signed the foregoing Abstract of Judgment, and that all the facts stated in it are within her personal knowledge and are true and correct.

\_\_\_\_\_  
Jessica A. Newill

SWORN AND SUBSCRIBED before me by Jessica A. Newill this 18<sup>th</sup> day of April, 2022.



\_\_\_\_\_  
Brittany R. Watson  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

GARDNER LAW  
745 E. MULBERRY AVE., STE 500  
SAN ANTONIO, TEXAS 78212

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
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Total Pages: 3  
Total Fees: \$30.00

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law.

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/18/2022 3:20 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

Label Matrix for local noticing  
0542-5  
Case 22-50591-cag  
Western District of Texas  
San Antonio  
Mon Jun 20 15:05:38 CDT 2022

Adilmira Nolte  
2048 Martinez Road  
Yoakum, TX 77995-6357

Amy Pridgen  
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Apple Card/GS Bank USA  
Lockbox 6112  
P.O. Box 7247  
Philadelphia, PA 19170-0001

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c/o David A Jones  
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San Antonio, TX 78216-3553

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11639-2 Bolero Circle  
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Ezekiel John Perez  
CJ Muller & Associates, PLLC  
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c/o Jesus and Elena Cardenas  
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El Paso, TX 79998-2238

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Brenda Kay Nickles, Trustee  
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James Craig Horan & Gennifer Horan  
c/o Jarrod B. Martin  
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Linda Wetz  
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M&M Marble  
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San Antonio, TX 78230-1418

Manfred Lee Marshall  
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Corpus Christi, TX 78410-5638

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163 W. Bridge Street  
New Braunfels, TX 78130-5013

Mark and Robin Verstuyft  
13235 Watson Road  
Von Ormy, TX 78073-3116

Marshall Living Trust; R. Molina; M.L. Marsh  
D. Marshall, and W. Bongalis  
c/o Law Offices of Elizabeth G. Smith  
6655 First Park Ten, #240  
San Antonio, TX 78213-4304

Martin Seidler  
c/o Law Offices of Martin Seidler  
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Michael Archer and Gary Archer  
c/o Lisa C. Fancher  
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Monument, CO 80132-8970

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Fair Oaks Ranch, TX 78015-4622

Neiman Marcus  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

Nikels Living Trust  
Brenda Kay Nickles, Trustee  
P.O. Box 747  
McQueeney, TX 78123-0747

Paul Patrick Black Heritage Trust  
c/o Michael C. Sanders  
Sanders LLP  
P.O. Box 27932  
Houston, Texas 77227-7932

Pettit Living Trust  
11902 Rustic Lane  
San Antonio, TX 78230-1418

Pilar Lopez  
109 Saltillo  
Carrizo Springs, TX 78834-2110

Pilgrim Mortgage  
1270 N. Loop 1604 East  
Ste. 1101  
San Antonio, TX 78232-1393

Pogue & Company dba JLP Builders, Inc.  
P.O. Box 312053  
New Braunfels, TX 78131-2053

Red Leaf Servicing  
aka Source Capital  
600 West Broadway, Suite 700  
San Diego, CA 92101-3370



Red Rope Limited  
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Rosenbusch Farm & Ranch, Inc.  
c/o David Rosenbusch  
228 Westheim Drive  
Castroville, TX 78009-2770

(p)FINANCIAL INSTITUTION LENDING OPTIONS  
550 BAY VIEW RD STE A  
PO BOX 750  
MUKWONAGO WI 53149-0750

SYNCB/PPC  
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ORLANDO, FL 32896-0001

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Salvador Ortiz Irrevocable Trust  
29719 No Le Haze Drive  
Fair Oaks Ranch, TX 78015-4562

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Farace Living Trust  
43 Twynbrige  
San Antonio, TX 78259-2378

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Sharon Rakowitz, et al.  
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Branscomb PLLC  
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Sibley Living Trust  
c/o Leigh Sibley  
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Fair Oaks Ranch, TX 78015-4622

Sin Reposo, LLC  
10101 Reunion Pl.  
San Antonio, TX 78216-4160

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c/o Ronald Taylor  
531 County Road 1812  
Clifton, TX 76634-3218

(p)TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
REVENUE ACCOUNTING DIV - BANKRUPTCY SECTION  
PO BOX 13528  
AUSTIN TX 78711-3528

The Douglas McDougal Estate and Trust  
1304 Rodalyn  
Boerne, TX 78006-6129

The Estate of Mary Luna Arratia  
11902 Rustic Lane  
San Antonio, TX 78230-1418

The Estate of Schaumann  
11902 Rustic Lane  
San Antonio, TX 78230-1418

The Halay Family Trust  
c/o David A Jones  
110 East Houston St 8th Fl  
San Antonio, TX 78205-2991

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New York, NY 10010-3307

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OWENSBORO KY 42301-7441

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Suite 202  
Whitefish, MT 59937-2521

United States Trustee - SA12  
US Trustee's Office  
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San Antonio, TX 78295-1601

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San Antonio, TX 78248-1930

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Austin, TX 78701-4042

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San Antonio, TX 78205-1510

Wells Fargo Bank, N.A.  
Small Business Lending Division  
P.O. Box 29482 MAC S4101-08C  
Phoenix, AZ 85038-9482

Wells Fargo Home Mortgage  
P.O. Box 10335  
Des Moines, IA 50306-0335

Westwood Funding Solutions  
4601 Sheridan Street, Suite 501  
Hollywood, FL 33021-3435

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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Bexar County  
c/o Don Stecker  
112 E. Pecan Street, Suite 2200  
San Antonio, TX 78205

INTERNAL REVENUE SERVICE  
Special Procedures - Insolvency  
P.O. BOX 21126  
PHILADELPHIA, PA 19114

SST  
4315 PICKETT ROAD  
P.O. BOX 3999  
ST. JOSEPH, MO 64503-0999

Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, TX 78711-3528

U.S. Bank  
P.O. Box 3447  
Oshkosh, WI 54903

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Michael Halay  
15300 CR 261C  
Nathrop, CO 81236-9783

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Bypassed recipients 1  
Total 214